







5.2. ~~7K WRWUWZLWRI66\$/23RUWDO~~ ~~LQJFW RIWK3MFOU~~ ~~EYLUWRI~~  
~~WUUDFWZLOOQ FDM FIB RIWK~~ ~~SULFRIWKUUDFW~~

## 6. ANTICORRUPTION CONTROL AND CODE OF CONDUCT

The Purchaser commits to respect ~~66\$/23RUWDO~~ ~~SROLFLWUUDWLROWR~~ anticorruption control and the code of conduct in force at every moment, in accordance with the **Annex**.

## 7. DATA PROTECTION

The personal data of the natural persons involved in the signature and in the management and execution of the services subject to the Contract in the name of and representing and/or on behalf of the Purchaser will be considered under the responsibility of ~~66\$/23RUWDO~~. When applicable, they will be integrated in files of its ownership), for the execution, development, maintenance and control of the supplies subject to the Contract and in compliance with their legal obligations. The owner of such personal data will be able to exercise his/her right of access, amendment, opposition, suppression, portability, limitation of the data processing, right to opposition to data processing based on automated decisions and whatever other applicable rights resulting from application by contacting in writing [WWSZZDDEORFRPSWSWSULYDFR@HSULYDFR@DFWF@UH](mailto:WWSZZDDEORFRPSWSWSULYDFR@HSULYDFR@DFWF@UH). The legitimizing causes of the described data processing are the execution and control of the contractual relationship between the Parties, the legitimate interest consisting on the maintenance of the commercial relationship and the compliance of the legal obligations of ~~66\$/23RUWDO~~

The personal data will be treated during the development of the subject matter of the Contract and during the maximum period of time of 6 years after its termination with the only purpose to comply with any applicable law. Likewise, the legal representatives remain informed that they can submit any claim or request related to their personal data protection before the corresponding Data Protection Authorities.

Prior to providing ~~66\$/23RUWDO~~ with any personal data of the persons involved in the execution of the supplies subject to the Contract, the Purchaser undertakes to inform such persons of the content covered in the Contract and to have complied with any other requirements which could be applicable for the correct transfer of their personal data to ~~66\$/23RUWDO~~ and this one will not need to take any further action in respect of those persons in terms of information or consent.

## 8. MISCELLANEOUS

8.1. These General Conditions will regulate any type of work or service supplied by ~~66\$/23RUWDO~~ to the Purchaser within the framework of the Contract. If one of the provisions in these General Conditions differs from the requirements of a mandatory applicable law, these General Conditions will be amended in the minimum extent necessary to comply with such law. No term, condition, guarantee or agreement contained in any communication, catalogue or in any other format will be applicable unless it is covered in these General Conditions or is incorporated in the Contract by express written mutual consent of both Parties.

8.2. ~~66\$/23RUWDO~~ reserves the right to modify unilaterally the present General Conditions, in such a way that they are incorporated into the Contract in its version in force when submitting the relevant purchase order.

## **9. APPLICABLE LAW AND JURISDICTION**

- 9.1.** The present General Conditions and the Contract will be governed under the Spanish Law.
- 9.2.** The Parties, expressly renounce their rights for submission to any other jurisdiction. They will submit to tribunals and courts of the jurisdictions of the city of Irun (Spain) for the resolution of any dispute, claim or controversy that may arise from or in relation to the present General Conditions and Contract, including any matter related to its interpretation, existence, validity, compliance , resolution, nullity or performance.

## ANNEX

### 1. ANTI-CORRUPTION AND EXPORT CONTROL

For the purpose of this Clause, the following terms defined will have the following meaning:

**“Official”** refers to any officer, employee, agent or representative of, or any other person acting as an officer for or on behalf of any (i) government, including any entity owned by it or under its control, (ii) political party, civil officer of the party or candidate, or (iii) public international organization; or any person holding a legislative, administrative or judicial position or a public position for or on in the name of a country, a public agent or a public company.

**“Designed person”** refers to a person or entity listed in (i) , or is owned or controlled by a person or entity listed in any list of Sanctions, or (ii) is a addressee of Sanctions.

**“Sanctions”** refer to economic and commercial embargoes and laws, regulations, norms or restrictive measures for sanctions imposed enacted or applied by the European Union, *Her Majesty’s Treasury*, the “OFAC”(Office of Foreign assets control of the USA), the State Department of the United States of America, any other government entity of the United States of America, The United Nations Security Council, any Sanctions Committee of the Security Council of the United Nations or any other appropriate government or regulating authority.

#### 1.1 ANTICORRUPTION

The Purchaser declares and guarantees ASSA ABLOY Portugal that:

**1.1.1.** Neither the Purchaser, nor the subsidiaries of the companies belonging to the same Group of companies of the Purchaser (**“Group”** refers to the situations provided in article 42 of the Code of Commerce) (the **“Subsidiaries”**) nor any administrator, director, manager, employee, representative or shareholder of such persons (i) has made, authorized, offered or promised payments, gifts or transfers of any type of valued goods, directly or indirectly or through third parties for the advantage or benefit of any other individual in order to obtain or maintain a business of another individual in an improper manner or with any person, manage a business to any person or obtain an improper advantage; or (ii) has made any type of illegal acts, as bribery, discounts, compensation, purchase of influence or illegal commission, as well as any other type of action which could breach the applicable anticorruption regulations.

- 1.1.2. The Purchaser has established and maintains policies and procedures designed to guarantee, and is expected to continue to guarantee at all times, the compliance of the applicable anticorruption regulations.
- 1.1.3. During the last five years neither the Purchaser nor its Subsidiaries have received any written communication stating or alleging that any of such persons has infringed or could break the applicable anticorruption law or that any of such persons is or could be submitted to investigation by the government authorities related to the applicable anticorruption regulations and, to the knowledge of the Purchaser, is not under threat or pending of such investigation; and
- 1.1.4 No Officer holds shares, participations or capital or property interests (some in the Purchaser or any of the Subsidiaries), or is a manager, director, administrator, employee, contractor or representative of the Purchaser. No officer is or will be entitled to or have interest in any payment or in any other valued belonging provided by ASSA ABLOY Portugal to the Supplier.

## 1.2 EXPORT CONTROL

- 1.2.1 The Purchaser hereby recognizes that the Products can be subject to export controls. The Purchaser will comply with all the export controls and assumes that he/she and only himself/herself will be responsible to guarantee the compliance of the regulations on export control. The Purchaser will not use, sell, re-sell, export, re-export, arrange, spread or, in any other way, trade with the Products in a direct or indirect way, in any country, destination or with any person without previously obtaining the necessary export authorization or any other type of approval issued by the corresponding government, and will comply with such transactions in accordance with the requirements of the export control regulations.
- 1.2.2. The Purchaser declares and guarantees to ASSA ABLOY Portugal that neither the Purchaser nor any of the subsidiaries, directors or employees:
  - (a) is the property of or is controlled by an Appointed person;
  - (b) has done or is doing, directly or indirectly, business or activities with or to the benefit of, in any other way, is implied in business activities with an Appointed Person or in any other way , infringes the legislation on Sanctions applicable to ASSA ABLOY Portugal as well as to the Purchaser.
  - (c) will do business or activities that will lead ASSA ABLOY Portugal to infringe the applicable law on Sanctions; or
  - (d) breaches or has breached at any time, or is submitted to an investigation on behalf of or in the name of any regulating or government body in relation to the regulation on Sanctions.

### 1.3 GENERAL PROVISIONS

1.3.1. The Purchaser agrees and commits to:

- (a) Ensure that the statements and guarantees covered in former Clauses 1.1 and 1.2 remain true and faithful at all moments; and
- (b) The Purchaser will notify in writing to ASSA ABLOY Portugal, as soon as possible, and, in any case, within five calendar days from the moment any determining circumstance would occur, if any of such declarations or guarantees would no longer be true or faithful at any moment.

1.3.2. The Purchaser undertakes to keep full and precise records as it relates to all the actions carried out by, in the name of, or in accordance to the Purchaser's indications, as foreseen in the Contract. The Purchaser, with the previous request by ASSA ABLOY Portugal will provide copies of all the documents related to the export of the Products. The Purchaser will also supply full information of all the aspects related to the Products' orders by the Appointed Persons and, therefore, with those persons with whom the Purchaser refrained from doing business.

1.3.3. Without the prejudice of any provision of the Contract in the opposite sense, ASSA ABLOY Portugal will not be compelled to make any payment or undertake any action as established in the provisions of the Contract, if, in its opinion, such action can faithfully represent or contribute to an infringement of the applicable anticorruption regulations or the regulations on Sanctions; and ASSA ABLOY Portugal will not be liable to the Purchaser for any claim, loss or damage resulting from the exercise of ASSA ABLOY Portugal of its rights provided in this Clause.

1.3.4. If ASSA ABLOY Portugal decides, at its sole discretion, that the Purchaser is breaching, at any moment, Clauses 1.1 and 1.2, ASSA ABLOY Portugal will be entitled to, immediately, terminate the Contract by means of a written notification to the Purchaser.

1.3.5. The Purchaser will indemnify ASSA ABLOY Portugal, its Subsidiaries, managers, directors, employees, consultants, representatives and owners of interests in its capital (jointly, the "**Indemnified**") of any type of claim, damage and liability, including reasonable fees, expenses and payment to lawyers, incurred by or ascribed against any indemnified party derived from, in relation to, or as a result of: (a) any declaration or guarantee provided in former Clauses 1.1 and 1.2 that is not true or faithful; (b), any infringement by the Purchaser of the provisions in this Annex ; or (c) any claim, litigation, investigation or process related to any issue previously mentioned, either of it is based on contractual responsibility or on any other legal basis.

## 2. CODE OF CONDUCT AND TRAINING

2.1. The Purchaser hereby recognizes that he/she has been informed and has received a copy of the Code of Conduct of ASSA ABLOY, available on: <https://www.assaabloy.com/pt/pt/about-us/code-of-conduct> (in its version in force at each moment, the “**Code of Conduct**”). The Purchaser declares and guarantees that he/she will comply with the duties derived from the Contract in strict compliance of the Code of Conduct.

2.2. The Purchaser undertakes that his managers, directors and employees involved in complying with the obligations of the Purchaser in accordance with the Contract will carry out the training related to the Code of Conduct, as may be required by ASSA ABLOY Portugal.